

**State of Alaska, Department of Health and Social Services
Office of Children's Services
Grants & Contracts Support Team
P.O. Box 110650, Juneau, AK 99811-0650**

TOXICOLOGY SERVICES PROVIDER AGREEMENT

_____, (Provider) enters into a Provider Agreement with the State of Alaska, Department of Health & Social Services (DHSS) for the purpose of providing drug testing services to referred Office of Children's Services (OCS) clients under the State of Alaska's Toxicology Program. By entering into this Provider Agreement, the Provider agrees to the following, including all applicable provisions of the following Appendices:

APPENDICES:

- A. 7 AAC 81, Grant Services for Individuals, Revised 6/23/06
- B. Privacy & Security Procedures for Providers
- C. Resolution for Alaska Native Entities

ATTACHMENTS:

- 1. Sample Client Referral Form (to be included with billing)
- 2. OCS Toxicology Rate Sheet
- 3. Sample Report Form
- 4. SAMHSA Drug Testing Guidelines (<http://www.samhsa.gov/workplace/resources>)
- 5. Office of Children's Services Region Map (<http://dhss.alaska.gov/ocs/Pages/offices/default.aspx>)

I. PROVIDER ELIGIBILITY

The Provider agrees to the provisions of 7 AAC 81, Grant Services for Individuals (Appendix A), as well as all other applicable state and federal law; and declares and represents that it meets the eligibility requirements for a Service Provider for this Agreement. With the signed Agreement, the Provider must submit the following documentation:

- A. Proof of a Federal Tax ID Number;
- B. A current State of Alaska Business License;
- C. Alaska Native entities¹ entering into a Provider Agreement with DHSS must provide a waiver of immunity from suit for claims arising out of activities of the Provider related to this Agreement using Appendix C;
- D. Provider must have at least one staff or management position certified as a Certified Substance Abuse Program Administrator (C-SAPA) and one Medical Review Officer. Necessary credentials for service personnel, such as copies of valid and current certifications must be submitted with the signed Provider Agreement;
- E. Necessary licensing/certifications for the service facility including a copy of Professional Standards and operating policies and procedures; toxicology services rendered under this project must be delivered in a manner consistent with the approved SAMHSA standards and

¹ "Alaska Native entity" means an Alaska Native organization that the Secretary of the Interior acknowledges to exist as an Indian tribe through the Federally Recognized Indian Tribe List Act of 1994, 25 U.S.C. 479a.

- policy/procedures including those in Section II below. The Provider's standards and policies/procedures will be reviewed and must meet approval of the OCS program manager;
- F. A list of all agencies the Provider will coordinate with to collect samples outside the Provider's main business office as well as a list of each site's collection fee.

By submission of the signed Agreement, the Provider further agrees that they will comply with the following:

- A. The provisions of Appendix B, Privacy & Security Procedures.
- B. Facilities utilized for delivery of services meet current fire code, safety and ADA standards and are located where clients of the program services have reasonable and safe access.
- C. During the effective period of this Agreement, the provider agrees to keep current any and all licenses, certifications and credentials required of the provider agency, staff and facility to qualify for providing services to DHSS clients through this Agreement and to keep current the necessary documentation on file with DHSS to demonstrate compliance.

II. DESCRIPTION OF SERVICES

It is the intent that Providers act as a Third Party Administrator (TPA) responsible for coordinating will coordinating with multiple collection sites throughout the state to ensure Toxicology Services are available Statewide for clients of the Office of Children's Services. Toxicology services rendered under this project must be delivered in a manner consistent with the approved SAMHSA professional standards, policy/procedures (link provided in #4 of Attachments list) and any additional OCS policy/procedures outlined below. Providers are not restricted to rendering services within the city where their main facility is located, services provided anywhere in the State fall under the terms of this agreement.

Following is a list of additional information for the provision of services applicable to this Provider Agreement:

- A. Referrals for drug testing services will come from OCS staff (Attachment 1). Drug testing may be requested for a specific need; such as verification of drug use when there is a suspicion of drug use as well as subsequent testing to monitor sobriety. A referral form, provided by OCS, will include, at a minimum, the following details:
1. Date of referral;
 2. Region office (link to OCS region map provided in #5 of Attachments list);
 3. Name and contact information for the OCS worker making the referral;
 4. Supervisor name and contact information for the OCS worker making the referral;
 5. Client name and date of birth;
 6. Services requested;
 7. Frequency of testing (please contact project director if frequency is more than two times per week);
 8. Duration of testing (30 days maximum-continued testing of client will require a new referral).
- B. All clients providing samples for collection must submit photo identification to the drug testing collection site.

- C. The Provider, or collection site they coordinate with, will collect specimens following the approved industry accepted standards of practice.
- D. The Provider, or collection site they coordinate with, will ensure all tests are directly observed unless otherwise instructed by OCS.
- E. The Provider will ensure the chain of custody procedures commonly utilized in drug testing collection and analysis is implemented.
- F. The Provider must maintain statistics of services provided within the format and content provided as part of this agreement.
- G. The Provider will maintain a facility or coordinate with a facility for specimen collection sites and ensure the facility will be conducive to safe and accessible service delivery reflecting client respect and dignity.

Randomized Drug Testing Programs will also:

1. Utilize approved industry methods to provide a randomized drug testing program to clients of OCS.
2. Provide a toll free client call in number.
3. Receive faxed referrals from OCS field offices.
4. Provide OCS with onsite test results, when applicable, within 4 hours of specimen collection.
5. Notify OCS supervisor after two consecutive weeks of client “no-shows”.
6. Provide laboratory confirmation on all samples no later than 3 working days from specimen collection.

Clients who pose undue difficulty with compliance are to be brought to the attention of the referring OCS staff within one business day.

Providers will be expected to work with the OCS Program Manager to further enhance services, including the following:

1. Develop a centralized online secure client referral process to replace faxed referrals.
2. Develop a toll free client call in number for randomized test notifications.
3. Develop secure online portal for OCS staff to access OCS client drug testing information.

III. CLIENT ELIGIBILITY

Only clients referred by OCS staff can be served through this Provider Agreement. Referrals will be submitted by OCS staff. Refer to Section VI regarding client confidentiality and fax transmissions.

IV. BILLING

Providers submitting claims to DHSS for services provided to a client shall include itemized charges describing only the DHSS approved services. Refer to Attachment 2 for a list of services and rates that are billable under this agreement.

DHSS is the payer of last resort. **If applicable to the services provided under this agreement**, the Provider will have a Medicaid Provider Number and will make reasonable effort to bill all eligible services to Medicaid or any other available sources of payment before seeking payment through this provider agreement.

A copy of each referral form will serve as backup for the billing and will be included with each payable invoice. Alternate back up documentation may be accepted with approval of OCS Program Manager. **Failure to supply all required backup may result in denied payment.** Payment/Invoice structures may be modified upon request and approval of OCS. Billings must be submitted to the regional office within 30 days following provision of the services using the format provided by OCS. Refer to Section VI for information on Confidentiality and Security of Client Information. The billing must reflect the following:

1. Time period during which services were offered that are being billed for under the invoice.
2. Detail of billable services and respective charges.
3. Total amount owed to the provider for toxicology services provided during the period covered by the invoice.
4. OCS itemized billing is to be separated by region requesting the test.

The Office of Children's Services will provide a proposed billing format upon receipt and approval of this Provider Agreement. Note that the invoice is simply a summary of services provided during a given time period and should not be more than a page in length. More specific information on each test provided will be sent in electronic format through the regular monthly reports referenced under Section VII.

Clients with a primary payer source such as private insurance or Medicaid are eligible to be enrolled in the services described in this agreement if they meet the client eligibility requirements. **If applicable to the services provided under this agreement**, the Provider must bill the primary source first, and submit an Explanation of Benefits noting denial of payment for services if payment is being sought from DHSS for clients with a primary payer source. If DHSS pays for a service, and a primary payment source subsequently submits payment for the same service, the Provider shall credit back to DHSS any other-source payments received by the provider.

Except when good cause for delay is shown, DHSS will not pay for services unless the Provider submits a claim within 30 days of the date the service was provided. **If applicable to the services provided under this agreement**, DHSS is the payer of last resort; therefore determination of payment by a primary payer source (private insurance, Medicaid, etc.) constitutes good cause for delay.

Endorsement of a DHSS payment warrant constitutes certification that the claim for which the warrant was issued was true and accurate, unless written notice of an error is sent by the Provider to DHSS within 30 days after the date that the warrant is cashed.

Providers may submit claims in paper form, or electronically. Refer to Section VI of this document for explicit instructions about the submission of confidential or other sensitive information. Providers will be responsible for using appropriate safeguards to maintain and insure the confidentiality, privacy, and security of information transmitted to DHSS until such information is received by DHSS.

V. SUBCONTRACTS

Subject to prior approval by DHSS, subcontracts may be allowed under the terms of this Provider Agreement according to the provisions of 7 AAC 81.090.

VI. CONFIDENTIALITY AND SECURITY OF CLIENT INFORMATION

The Provider will ensure compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA), the Health Information Technology for Economical and Clinical Health Act of 2009 (HITECH), and 45 C.F.R. 160 and 164, if applicable, and other federal and state requirements for the privacy and security of protected health information the Provider receives, maintains, or transmits, whether in electronic or paper format. Client information is confidential and cannot be released without the HIPAA-compliant written authorization of the client and DHSS, except as permitted by other state or federal law.

By entering into this Agreement the Provider acknowledges and agrees to comply with the Privacy and Security Procedures for Providers as set forth in Appendix B to this Agreement.

Confidential Reporting Instructions

Before transmitting personally identifiable client information reported under the terms of this Agreement, the Provider must call or email the DHSS Program Contact to arrange for secure transformation of protected client information.

To protect the confidentiality of personally identifiable client information that is reported electronically, the grantee must first establish the mechanism for a secure file transfer. DHSS has adopted a platform called Direct Secure Messaging (DSM), which meets HIPAA requirements for data encryption. **Do not, under any circumstances**, send Electronically Protected Health Information (EPHI) or other sensitive data in email. In order to transfer these files in a HIPAA-compliant manner, the grantee must use DSM. Additionally, DSM must be used **only** for the transfer of EPHI or other sensitive data, and **not** for other communications. Please review the FAQs about DSM at this link: http://in.dhss.ak.local/ITS/docs/DHSS_DSM_FAQ.pdf and information concerning the Alaska Personal Information Protection Act at <http://www.law.state.ak.us/departement/civil/consumer/4548.html>

All fax transmissions associated to this Provider Agreement including fax documents to and from testing laboratories must include the following statement:

“The information contained in this facsimile message may contain CONFIDENTIAL information that is protected by federal law and state regulation from further

disclosure. If you are not the individual(s) listed above, you are hereby notified that you may not use, copy, disclose or distribute to anyone the facsimile or any information contained in this facsimile. If you have received this facsimile in error, please immediately notify the sender at the number listed above and destroy the original facsimile.”

Alternatively, the Grantee/Provider may submit hard copy information to the DHSS Program Manager, in a sealed envelope, stamped “confidential”, inside another envelope. This information must be sent by certified, registered or express mail, or by courier service, with a requested return receipt to verify that it was received by the appropriate individual or office.

VII. REPORTING AND EVALUATION

The Provider agrees to comply with 7 AAC 81.120, Confidentiality and 7 AAC 81.150, Reports, and other applicable state or federal law regarding the submission of information, including the provisions of Section VI of this Agreement. The Provider agrees to submit any reporting information required under this Agreement and to make available information deemed necessary by DHSS to evaluate the efficacy of service delivery or compliance with applicable state or federal statutes or regulations. Required reporting and other applicable items must be submitted to the Program contact listed after section XVI of this Agreement.

The Provider must include the following information in the electronic reports that must accompany each invoice. All information is for each test conducted and billed. Refer to Attachment 3 for a sample report form.

1. Date
2. Unique client identifier number
3. Type of test provided
4. Client’s referring OCS worker (last name)
5. Region/Field Office
6. Test Result and if positive, for what type of substance

The Provider agrees to provide state officials and their representatives’ access to facilities, systems, books and records, for the purpose of monitoring compliance with this Agreement and evaluating services provided under this Agreement.

On-site Quality Assurance Reviews may be conducted by DHSS staff to ensure compliance with service protocols. The Provider will ensure that DHSS staff has access to program files for the purposes of follow-up, quality assurance monitoring and fiscal administration of the program.

VIII. RECORD RETENTION

The Provider will retain financial, administrative, and confidential client records in accordance with 7 AAC 81.180 and with Appendix B to this Agreement. Upon request, the Provider agrees to provide copies of the Provider’s records created under this Agreement to the Department of Health and Social Services, under the health oversight agency exception of HIPAA. The Provider will seek approval and instruction from DHSS before destroying those records in a manner approved by

DHSS. In the event a Provider organization or business closes or ceases to exist as a Provider, the Provider must notify DHSS in a manner in compliance with 7 AAC 81.185 and Appendix B to this Agreement.

IX ADMINISTRATIVE POLICIES

- A. The Provider must have established written administrative policies and apply these policies consistently in the administration of the Provider Agreement without regard to the source of the money used for the purposes to which the policies relate. These policies include: employee salaries, and overtime, employee leave, employee relocation costs, use of consultants and consultant fees, training, criminal background checks, if necessary for the protection of vulnerable or dependent recipients of services, and conflicts of interest, as well as the following:
1. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Alaska Department of Labor must be contacted directly with any questions;
 2. Compliance with AS 47.05.300-390 and 7 AAC 10.900-990. Compliance includes ensuring that each individual associated with the provider in a manner described under 7 AAC 10.900(b) has a valid criminal history check from the Department of Health and Social Services, Division of Health Care Services, Background Check Program (“BCP”) before employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal history check please visit <http://dhss.alaska.gov/dhcs/Pages/cl/default.aspx> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free).;
 3. Compliance with AS 47.17, Child Protection, and AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under those sections to report harm to children and vulnerable adults;;
 4. If providing residential and/or critical care services to clients of DHSS, the Provider shall have an emergency response and recovery plan, providing for safe evacuation, housing and continuing services in the event of flood, fire, earthquake, severe weather, prolonged loss of utilities, or other emergency that presents a threat to the health, life or safety of clients in their care.
- B. The Provider agrees to maintain appropriate levels of insurance necessary to the responsible delivery of services under this Agreement, which will include items 1 and 2 below, and may include all the following that apply to the circumstances of the services provided.
1. Worker’s Compensation Insurance for all staff employed in the provision of services under this Agreement, as required by AS 23.30.045. The policy must waive subrogation against the State.
 2. Commercial General Liability Insurance - covering all business premises and operations used by the provider in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
 3. Commercial General Automobile Liability Insurance - covering all vehicles used by the provider in the performance of services under this Agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

4. Professional Liability Insurance - covering all errors, omissions, or negligent acts in the performance of professional services under this Agreement. This insurance is required for all Providers of clinical or residential services, or for any other Provider for whom a mistake in judgment, information, or procedures may affect the welfare of clients served under the Provider Agreement.

X EQUAL EMPLOYMENT OPPORTUNITY

The Provider shall adhere to Alaska State Statutes regarding equal employment opportunities for all persons without regard to race, religion, color, national origin, age, physical or mental disability, gender or any other condition or status described in AS 18.80.220(a)(1) and 7 AAC 81.100. Notice to this effect must be conspicuously posted and made available to employees or applicants for employment at each location that services are provided under this Provider Agreement; and sent to each labor union with which the provider has a collective bargaining agreement. The Provider must include the requirements for equal opportunity employment for contracts and subcontracts paid in whole or in part with funds earned through this Agreement. Further, the Provider shall comply with federal and state statutes and regulations relating to the prevention of discriminatory employment practices.

XI CIVIL RIGHTS

The Provider shall comply with the requirements of 7 AAC 81.110 and all other applicable state or federal laws preventing discrimination, including the following federal statutes:

- A. The Civil Rights Act of 1964, (42 U.S.C. 2000d);
- B. Drug Free Workplace Act of 1988, (41 U.S.C. 701-707);
- C. Americans with Disabilities Act of 1990, 41 U.S.C.12101-12213).

The Provider will establish procedures for processing complaints alleging discrimination on the basis of race, religion, national origin, age, gender, physical or mental disability or other status or condition described in AS 18.80.220(a)(1) and 7 AAC 81.110(b).

In compliance with 7 AAC 81.110(c), the Provider may not exclude an eligible individual from receiving services, but with concurrence from DHSS, may offer alternative services to an individual if the health or safety of staff or other individuals may be endangered by inclusion of that individual.

XII ACCOUNTING AND AUDIT REQUIREMENTS

The Provider shall maintain the financial records and accounts for the Provider Agreement using generally accepted accounting principles.

DHSS may conduct an audit of a provider's operations at any time the department determines that an audit is needed. The auditor may be a representative of DHSS; or a representative of the federal or municipal government, if the Agreement is provided in part by the federal or municipal government; or an independent certified public accountant. The Provider will afford an auditor representing DHSS or other agency funding the agreement, reasonable access to the Provider's books, documents, papers, and records if requested. Audits must be conducted in accordance with the requirements of 7 AAC 81.160; including the requirement for a Provider to refund money paid on a questioned cost or

other audit exception, if they fail to furnish DHSS with a response that adequately justifies a discovery of questioned costs or other audit exceptions.

XIII LIMITATION OF APPROPRIATIONS

This Provider Agreement is funded through State funds which are awarded on an annual basis. During each state fiscal year, DHSS may authorize payment of costs under a Provider Agreement only to the extent of money allocated to that fiscal year. Because there is a fixed amount of funding on an annual basis, it may at times be necessary for DHSS to prioritize the client population served under this agreement. Limitations may include but are not limited to a moratorium on types of services, or a moratorium by geographic region served, or a restriction of services to clients with defined needs. The decision to limit billable services shall be based solely on available funding.

XIV INDEMNIFICATION AND HOLD HARMLESS OBLIGATION

The Provider shall indemnify, hold harmless, and defend DHSS from and against any claim of, or liability for error, omission, or negligent or intentional act of the Provider under this Agreement. The Provider shall not be required to indemnify DHSS for a claim of, or liability for, the independent negligence of DHSS. If there is a claim of, or liability for, the joint negligent error or omission of the Provider and the independent negligence of DHSS, fault shall be apportioned on a comparative fault basis.

“Provider” and “DHSS,” as used within this section, include the employees, agents, or Providers who are directly responsible, respectively, to each. The term “independent negligence” is negligence other than in DHSS’s selection, administration, monitoring, or controlling of the Provider and in approving or accepting the Provider’s work.

XV AMENDMENT

The Provider acknowledges that state and federal laws relating to information privacy and security, protection against discriminatory practices, and other provisions included in this agreement may be evolving and that further amendment to this Agreement may be necessary to insure compliance with applicable law. Upon receipt of notification from DHSS that change in law affecting this Agreement has occurred, the Provider will promptly agree to enter into negotiations with DHSS to amend this Agreement to ensure compliance with those changes.

XVI TERMINATION OF AGREEMENT AND APPEALS

The Provider agrees to notify DHSS immediately if it is no longer eligible to provide services based on applicable Provider eligibility requirements set out in Section I of this Agreement. Notification of non-eligibility will result in automatic termination of this Agreement. Failure to comply with the terms of this Agreement and/or standards outlined in the Agreement and its appendices may result in non-payment and automatic termination of the Agreement by DHSS.

A Provider may appeal the decision to terminate a Provider Agreement under 7 AAC 81.200. All appeals will be conducted in accordance with Section 7AAC 81.200-210 of the Alaska Administrative Code.

Except as noted above, DHSS may terminate this Agreement with 30 days notice. A Provider may also terminate the Agreement with 30 days notice, but must provide assistance in making arrangements for safe and orderly transfer of clients and information to other Providers, as directed by DHSS.

This Agreement remains in force until the Provider or DHSS terminates the Agreement or a material term of the Agreement is changed.

I certify that I am authorized to negotiate, execute and administer this agreement on behalf of the Provider agency named in this agreement, and hereby consent to the terms and conditions of this agreement, and its appendices and attachments.

PROVIDER

DEPT. OF HEALTH & SOCIAL SERVICES

Signature of Authorized Provider Representative & Date

Signature of DHSS Representative & Date

Printed Name Provider Representative & Title

Darla Madden, Grants Chief
Printed Name - DHSS Representative & Title

Provider Contact & Mailing Address

DHSS Contacts & Mailing Addresses

PROGRAM CONTACT

Richard Bloomquist, Social Services Program Manager
Office of Children's Services
P.O. Box 110630
Juneau, Alaska 99811-0630
Phone: (907) 465-3207 / Fax: (907) 465-xxxx

Provider Phone Number/ Fax Number

ADMINISTRATIVE CONTACT

Donna P. Jones, Grants Administrator
Grants & Contracts Support Team
PO Box 110650
Juneau, AK 99811-0650
Phone: (907) 465-2836 / Fax: (907) 465-8678
donna.jones@alaska.gov

Provider Email Address

Provider's Federal Tax ID Number

Providers must identify the business entity type under which they are legally eligible to provide service and intending to enter into this Provider Agreement.

Check Entity Type:

- Private For-profit Business, licensed to do business in the State of Alaska
- Non Profit Organization Incorporated in the State of Alaska, or tax exempt under 26 U.S.C. 501(c)(3)
- Alaska Native Entity, as defined in 7 AAC 78.950(1) All applicants under this provision must submit with their signed Agreement, a Waiver of Sovereign Immunity, using the form provided as Appendix C to this Provider Agreement.
- Political Subdivision of the State (City, Borough or REAA)